

AMENDMENT # 001  
TO CONTRACT # BJP05

This AMENDMENT to Contract BJP05, entered into on June 9, 2003 for the period July 1, 2003 through June 30, 2004, by and between the State of Florida, Department of Children and Families, hereinafter referred to as the "department," and Leon County Florida hereinafter referred to as the "provider," amends said contract effective November 1, 2003 or on the date which the amendment has been signed by both parties, whichever is later.

1. Page 10, Section A. 1. b. after Paragraph (3) insert paragraphs (4) through (7) in their entirety:

"(4) "Designee" means a person, contractual provider or other agency or entity named by the Department.

(5) "Exigent Circumstances" means situations that require immediate actions, such as the child is under the age of thirteen, believed to be out of the zone of safety for their age and development, mentally incapacitated, in a life threatening situation, in the company of others who could endanger their welfare or is absent under circumstance inconsistent with established behaviors.

(6) "Missing Child" means a person who is under the age of 18 years; whose location has not been determined; and who has been or will be reported as missing to a law enforcement agency.

(7) "Family Services Counselor" means a professional position responsible for case management for children placements. The term includes Department of Children and Families staff and staff working for an agency named as a designee."

2. Page 13, Section B. 1. a. (2) delete Paragraph (e) in its entirety.
3. Page 18, Section B. 6. b. following paragraph (2) insert the following in its entirety:

**"c. Reporting of Missing Children.**

The provider agrees to instruct caregivers (including relatives and non-relatives) to immediately do the following, as applicable, and document their attempts upon discovering a child under their care is missing:

- (1) **If exigent circumstances exist**, the caregiver will call local law enforcement as soon as the determination is made that the

child is missing and ask the officer to:

- (a) Take a report of the missing child.
- (b) Assign a case number and provide the number back to the caregiver or person reporting the child missing.
- (c) Provide a copy of the law enforcement case report, when it is available.
- (d) If the responding law enforcement officer refuses to take a missing child report, for any reason, the caregiver will request to speak to the appropriate Watch Commander and document the officer's name and specific local law enforcement agency name. If the Watch Commander refuses to take a missing child report, the caregiver will immediately contact the family services counselor or on-call staff to report this information. The counselor will report this information to the FDLE-MCIC contact person who will contact FDLE to request assistance in obtaining the missing child report.
- (e) The caregiver will notify the child's family services counselor or emergency on-call staff and share all pertinent information listed above with emphasis on providing the law enforcement agency name, case number and if available a copy of the law enforcement report.

(2) **If exigent circumstances do not exist;** the caregiver will within the first hour check to see what, if any, of the child's personal belongings are missing or if the child left a note; and,

(a) Call the following persons as appropriate to ascertain if the child has been seen, or has given any indications that may explain the child's missing status:

- 1. School/child's teachers and school resource officer;
- 2. The child's relatives/parents, both local and non-local, if appropriate and the caregiver has the means for such contact;
- 3. Any friends or places that the child generally frequents, the local runaway shelter (if there is one in the community); and,
- 4. The child's employer, if applicable.

(b) Write down any information gathered that might help locate the child.

(c) Provide telephone/beeper numbers and ask for the individuals above to call back and share information if they have further information or see the child.

(d) Write down what the child was wearing the last time the child was seen and obtain a recent photo.

(e) Notify the child's family services counselor or emergency on-call staff and share all pertinent information listed above with emphasis on providing the law enforcement agency name and case number if available.

(3) If at any time the child returns to the caregiver home, all law enforcement agencies and other agencies notified that the child was missing must be contacted immediately. If at any time **new information** is obtained on the child's location, all law enforcement agencies and other agencies notified that the child was missing must be contacted immediately and appropriate efforts taken to return the child to the caregivers home."

4. Pages 24-26 are deleted in their entirety and revision #1 of pages 24-26 are inserted and attached hereto.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of this contract.

IN WITNESS THEREOF, the parties hereto have caused this 7 page agreement to be executed by their officials hereby duly authorized.

PROVIDER:  
Leon County, Florida

STATE OF FLORIDA  
DEPARTMENT OF CHILDREN  
AND FAMILIES

SIGNED BY: \_\_\_\_\_  
NAME: Tony Grippa  
TITLE: Chairperson

SIGNED BY: \_\_\_\_\_  
NAME: Robert B. Williams  
TITLE: District Administrator

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Signed

By: \_\_\_\_\_

Name: Herbert W. A. Thiel, Esq.

Title: Leon County Attorney

Date: \_\_\_\_\_

Signed

By: \_\_\_\_\_

Name: Bob Inzer

Title: Clerk of the Court, Leon County Florida

Date: \_\_\_\_\_

## ATTACHMENT II

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of Financial Services or the Auditor General.

### AUDITS

#### PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

## PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

In the event the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Department of Financial Services and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

## PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (2 copies)

Don Lawler  
Department of Children and Families  
2639 North Monroe Street, Suite 100A  
Tallahassee FL 32399-2949

B. Department of Children & Families  
ASFMI  
Building 2, Room 301  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700

C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d),

OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2) Rules of the Auditor General.

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, the Department of Financial Services, or the Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, the Department of Financial Services, or the Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.